

Exhibitor/Vendor Agreement Terms and Conditions- 2008 USPC Championships Trade Fair

1. Exhibitor is required to have competent personnel in charge of his/her exhibit throughout the Show.
2. (a) Organizer shall determine the position to be allotted to Exhibitor. (b) Exhibitor must use space provided and designated by the Organizer. (c) All exhibit activities must be contained within the Exhibitor's booth space. (d) It is agreed that assigned space is final and may not be changed once the Show is open, except at the request of the Organizer. (e) Exhibitors shall not sell, transfer, assign or sublet to a third party their rights thereunder to their exhibit space or any portion thereof, unless written permission is given by the Organizer.
3. Exhibitor must submit for approval to the Organizer a detailed list of all products to be sold/displayed. In its sole discretion, the Organizer reserves the right to prohibit the sale/display of any particular product/item. Exhibitor shall not add to this list without the prior consent of the Organizer.
4. All exhibits may begin moving into the exhibition area starting at 4:00 PM Tuesday, July 22, 2008 and must be moved in no later than Noon on Thursday, July 24th, 2008. Move out may commence at 4:00 PM on Sunday, July 27, 2008. Exhibitors will not be permitted to dismantle exhibits prior to the official closing time of the Show. All exhibits must be packed and ready for shipment from the exhibit area not later than 9:00 AM on July 28, 2008.
5. No sales exclusivity on type of merchandise is extended to any Exhibitor.
6. All sales Exhibitor makes at the Show shall be in compliance with all federal, state and local laws and regulations, including all intellectual property laws. In the event of a breach of this covenant, Exhibitor shall indemnify Organizer for all costs of claims resulting from failure to comply with these requirements, including reasonable attorney's fees.
7. Organizer shall be entitled to close an exhibit at any time for failure by Exhibitor or his/her assignee to perform, meet, observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund or any part of any Rental Fee.
8. The Organizer and the Show Building are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show, or during set-up or dismantling. Exhibitor understands and agrees that the Organizer's security service is a presence to inhibit theft. The Organizer, its agents, and official suppliers neither offer nor accept responsibility of any kind for Exhibitor's merchandise or equipment.
9. Exhibitor agrees that the Organizer, the management or the owners of the Show Building or any of their officers, agents, employees or other representatives shall not be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or of Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause, including the Organizer's negligence.
10. Exhibitor agrees that the Organizer and the management and owners of the Show Building will not obtain any insurance against such damage, loss, harm or injury to any person or property of the Exhibitor or any of Exhibitor's officers, agents, employees or other representatives and that the procuring of insurance against those risks is solely the responsibility of Exhibitor.
11. Exhibitor agrees to indemnify, defend, protect, hold and have harmless the Organizer and the Show Building owners and management against and from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature including, but not limited to subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on Exhibitor's part or on the part of any Exhibitor's officers, agents, employees or other representatives, including but not limited to, claims of damage or loss to the Show Building property, or from or out of any damage, loss, harm or injury to the person or any property of the Exhibitor or any of Exhibitor's officers, agents, employees or other representatives and further including, but not limited to, claims of damage or loss to any third party resulting from an infringement of **any** copyright, patent or trademark.
12. Exhibitor agrees to obtain and maintain, during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability coverage, for the purpose of covering Exhibitor's obligations as set forth in Paragraph 11 above. Such insurance shall be in an amount of not less than \$500,000 combined single limits for bodily and personal injury and for property damage. Exhibitor shall provide certificates of insurance evidencing the coverage to Organizer prior to use of the exhibition premises.
13. Exhibitor shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, all rules of the Show Building, all union regulations, and shall obtain all necessary permits or licenses at Exhibitor's cost, including but not limited to complying with any tax regulations.
14. In the event Exhibitor violates any of these terms and conditions, any document presented to the Organizer shall have been determined to be false or misleading, or in the event the Organizer in its sole discretion deems Exhibitor's actions or displays to be not suitable to or in keeping with the character of the Show, the Organizer shall have the right to prohibit, close, correct, remove, or eliminate any exhibit, part of exhibit, sign, card, printed matter, souvenir, catalog, or other thing, circumstance, conduct or action. Any Exhibitor who violates any of the terms and conditions herein is subject to being refused further participation in this Show.
15. If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to Organizer by Certified Mail, Return Receipt Requested. In such event, Exhibitor will continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by the Organizer postmarked no later than June 15, 2008. There will be no refund of the exhibit fee after June 15, 2008 unless the Organizer is able to fill the Exhibitor's agreed space(s) with another Exhibitor. A \$30 office fee will be deducted from any refunds. The date of cancellation shall be the date the Organizer receives the notice sent by the Exhibitor by Certified Mail, Return Receipt Requested. The Organizer shall be entitled to close an exhibit at any time for failure by Exhibitor or his/her assignee to perform, meet, or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund or any part of any fee.
16. Sales Tax appropriate for the state within which the event is being held should be collected and paid to the appropriate sales tax division. Appropriate paperwork should be filed before the event as specified by the respective Revenue Division.

17. The acronym USPC, the USPC's official seal (or logo), and the words Pony Club have been registered for certain uses by The United States Pony Clubs, Inc. as trademarks or service marks with the U.S. Patent and Trademark Office. Any use or description of these without a separate prior written consent of USPC is strictly prohibited.

EXHIBITOR/VENDOR AGREEMENT- 2008 USPC CHAMPIONSHIPS TRADE FAIR

THIS EXHIBITOR AGREEMENT is entered into and effective as of _____, 2008, by and between THE UNITED STATES PONY CLUBS, INC. (“Organizer”) and _____ (“Exhibitor”), a _____ with an address at _____.

RECITALS:

- A. Organizer is holding its Championships (competition/educational programs) and Trade Fair July 23rd through July 27th, 2008 (the “Show”) at the Virginia Horse Center, Lexington, Virginia (the “Show Building and Grounds”).
- B. Exhibitor is in the business of providing goods and services that may be of interest to those attending Organizer’s Trade Fair.
- C. Exhibitor desires to participate in the Show, and the Organizer desires to have Exhibitor as a participant in the Show, upon the terms and conditions of this agreement.

AGREEMENT:

Now, therefore, the parties hereby agree as follows:

- 1. **Lease of Exhibit Space in Show Building.** Organizer hereby leases to Exhibitor ____ booth space(s) in the Show Building during the Show.
- 2. **Rental Fee.** Upon the execution of this Agreement, Exhibitor has delivered to Organizer a rental fee for the booth space(s) in the Show Building. Organizer hereby acknowledges receipt of the Rental Fee. The Rental Fee is non-refundable except as set forth in paragraph 15 of the Exhibitor Agreement Terms and Conditions. The rental fee (deposit or full amount) and any other materials or services requested at an additional fee as set forth on the reservation form, are due on or before May 15, 2008. Full payment is due no later than July 1, 2008.
- 3. **Extra Equipment.** All extra equipment, including but not limited to, electrical service, tables or chairs shall be contracted separately from this document.
- 4. **Goods and Services.** Exhibitor shall be permitted to exhibit or display only the following goods or services in Exhibitor’s booth space in the Show Building during the Show (**PLEASE LIST**):

- 5. **Acceptance and Approval by Organizer.** Exhibitor hereby agrees and acknowledges that the terms and conditions of this Agreement are subject to approval by the Organizer. This Agreement shall be effective and shall constitute a binding agreement between Exhibitor and Organizer only when signed by and on behalf of Exhibitor and Organizer.
- 6. **Terms and Conditions.** This Agreement is subject to all the terms and conditions which are attached hereto. Said terms and conditions are incorporated by reference herein and are fully included as a part hereof. Exhibitor hereby represents and certifies that Exhibitor has read and understands the attached terms and conditions and will fully comply with them.
- 7. **Additional Terms and Conditions.** The parties hereto acknowledge and agree that Organizer may promulgate additional terms and conditions relating to the Show and the Show Building. Exhibitor hereby agrees to observe and abide by such additional terms and conditions made by organizer for the efficient, safe operation or success of the Show as soon as these additional terms and conditions are communicated to Exhibitor.
- 8. **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Kentucky.
- 9. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties and supersedes all other prior written and oral understandings pertaining to the subject matter hereof.
- 10. **Waiver.** No waiver by any party of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.
- 11. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and be enforceable to the fullest extent permitted by law.
- 12. **Termination.** If events beyond the control of Organizer, such as acts of God or civil disturbances materially affect Organizer’s ability to conduct the Show, this Agreement may be terminated by Organizer without prejudice.
In Witness Whereof, the parties have entered into this Agreement as of the date first written above.
The United States Pony Clubs, Inc.

By: _____
Peggy Entrekin, Executive Director, USPC, Inc.

Exhibitor